

COPY

APPLICATION FOR A SOLID WASTE MANAGEMENT SYSTEM LICENSE

West Yellowstone Composting Facility

RECEIVED

SEP 20 2000

MONTANA
DEPT. OF ENVIRONMENTAL QUALITY
COMMUNITY SERVICES BUREAU

Prepared for:

WEST YELLOWSTONE/HEBGEN BASIN SOLID WASTE DISTRICT
P.O. Box 226
West Yellowstone, MT 59758

Prepared by:

LAND & WATER CONSULTING, INC.
1120 Cedar St.
P.O. Box 8254
Missoula, MT 59807

September 2000

Project Number 100298.B01



LAND & WATER CONSULTING, INC.

1120 Cedar Street • P.O. Box 8254 • Missoula, Montana 59807 • Tel (406) 721-0354
E-mail info@landandwater.net • Fax (406) 721-0355



September 19, 2000

Mike DaSilva
Department of Environmental Quality
Solid Waste Management Program
Permitting & Compliance Division
1520 East Sixth Avenue
P.O. Box 200901
Helena, Montana 59620-0901

**RE: APPLICATION FOR A SOLID WASTE MANAGEMENT SYSTEM LICENSE
WEST YELLOWSTONE COMPOSTING FACILITY**

Dear Mike:

Enclosed please find an Application for a Solid Waste Management System License and an Operations and Maintenance Plan for the proposed West Yellowstone Composting Facility. The \$3,000 review fee is also enclosed. The application is for a substantial change to the existing license for the West Yellowstone Transfer Station. The West Yellowstone / Hebgen Basin Solid Waste District, the holder of the existing license, wishes to add a municipal solid waste (MSW) composting facility to the existing transfer station site. The composting facility would operate in conjunction with the transfer station. All existing transfer station functions would remain operational.

Adding a compost facility to an existing transfer station would require the construction of two or three new buildings within the currently licensed area. All waste and compost processing would occur within the new or the existing buildings. Active composting would be accomplished within totally enclosed, moisture- and aeration-controlled composting vessels. The facility would be designed and operated for complete control over leachate and compost vessel exhaust air.

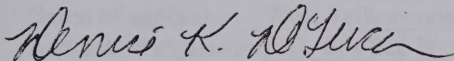
We had previously discussed the option for the District to construct this facility using a design-build approach. Since our last discussions, the District has decided to abandon the design-build approach for the traditional design-bid-build process. As part of that decision, they have also elected to use the original conceptual design as the basis for their final design. Thus, there will be no substantial design changes before facility construction.

We had also previously discussed having the DEQ and Forest Service review the respective applications simultaneously, and holding a joint public meeting if one is required. However, the Forest Service has already reviewed the Application for a Special-Use Permit, along with the required Biological Assessment (BA), Decision-Memo (DM), and Categorical Exclusion

(CE). They will soon be issuing formal versions of these documents along with the permit and will not be requiring a public meeting. I have enclosed draft copies of the BA and DM/CE to help you in your EA process. The final documents will be issued by the Forest Service and are not yet available.

Please call Ross Miller or me if you have any questions. I look forward to working with you on getting Montana's first MSW composting facility licensed and operational!

Sincerely,



Denise K. DeLuca, P.E.
Project Manager

cc: West Yellowstone / Hebgen Basin Solid Waste District
P.O. Box 226
West Yellowstone, MT 59758

enclosed:

- Application fee (check)
- Application for a Solid Waste Management System License
- O&M Plan
- Forest Service Special-Use Application and Report
- Biological Assessment (draft)
- Decision-Memo / Categorical Exclusion (draft)

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

Permitting and Compliance Division

Community Services Bureau

Waste Management Section

Metcalf Building

Helena, MT 59620-0901

APPLICATION FOR A SOLID WASTE MANAGEMENT SYSTEM LICENSE

1. Name of proposed facility: West Yellowstone Composting Facility
Address of proposed facility: 4300 Ecology Lane, WYellowstone, MT 59758
Name of applicant: West Yellowstone/Hebgen Basin Solid Waste District
Address of applicant: P.O. Box 226 West Yellowstone, Montana 59758
Facility telephone: (406) 646-7766 Other telephone: (406) 646-7795 (District phone)
2. This application is for a: () solid waste landfill, () transfer station, (X) resource recovery or processing facility *, () other (please specify)
* adding a municipal solid waste composting facility to the existing transfer station site, to be constructed within the confines of the existing site
3. a) Legal description of proposed location: SE ¼ Sec 3, T13S, R5E, P.M. Gallatin County
b) General description of facility location: Approximately 4 miles north of the town of West Yellowstone, off the east side of highway 287, within the existing transfer station site.
4. If you are not the owner of the premises, give name and address of lessor who holds title to the property and attach a copy of the lease or rental agreement.
Copy attached: (X) Yes (Forest Service Special-Use Permit) () No

Name: USDA Forest Service

Address:
U.S. Department of Agriculture Forest Service
Gallatin National Forest
Hebgen Lake Ranger District
P.O. Box 520
West Yellowstone, Montana 59758
5. Please attach the following:
a) Map of city or county showing the proposed location of facility, with indications noting adjacent residences and access roadways.
Map attached? (X) Yes (See Figure 1. Vicinity Map) () No
b) Plan of proposed facility showing the type and adequacy of fences for litter control and access control, and the location of buildings and on-site roadways.
Plan attached? (X) Yes (See Figure 2. Site Map) () No

6. Total acreage of proposed site: 6.28 acres (compost facility, transfer station, and roadway)
Acreage useable for the solid waste system: 5.67 acres
7. Population to be served by solid waste system: The facility will serve the approximately 1,000 people that live in the town of West Yellowstone, plus the millions of tourists that visit Yellowstone National Park and other area attractions annually.
8. Will bridges and roads support loaded vehicles? ☒ Yes ☐ No
9. Is any portion of site within 100-year floodplain? ☐ Yes ☒ No
10. Are natural drainages found within the site?
(if "yes", indicate on map or furnish a topographic map) ☐ Yes ☒ No
11. Depth to ground water (attach copies of well logs and site-specific hydrogeological report):
There are several monitoring wells located on and around the site. Water level data from the wells closest to the site indicate the depth to groundwater is 47-50 feet. Monitoring well data and map are attached. The well log for the water supply well serving the transfer station indicates static water is present at 20 feet below ground surface. Well log is attached.
12. Distance from public or private water supplies (indicate locations of wells on map):
One water supply well is on site that serves the restroom associated with the scale house (see Site Plan). DNRC Well Log Reports indicates there are no other water supply wells located within one mile of the site (reports attached). The nearest surface water body is the Madison River located approximately 2,000 feet south of the transfer station site (see Vicinity Map).
13. Are there any springs located within one mile of site? (if "yes", indicate locations on map)
☐ Yes ☒ No
14. Attach hydrogeological and soil information on the proposed site, including a soil profile to a depth ten (10) to twenty (20) feet below lowest point solid waste will be deposited.
Hydrogeological report attached? ☐ Yes ☒ No

Solid waste will not be buried or stored on the ground surface at the proposed compost facility.

Soil profiles from on-site test pits (location and logs of test pits attached) indicate that the site is underlain by sand.

A site evaluation report prepared by the Soil Conservation Service (USDA-SCS, 1976) indicates the site is located on a large alluvial terrace underlain by several hundred feet of obsidian sands. This report also indicates that groundwater is located approximately 55 feet beneath the site and flows towards the southwest. (USDA-SCS report attached)

The well log for the water supply well serving the transfer station indicates the site is underlain by sand with layers of gravel, with static water present at 20 feet below ground surface (well

log attached).

15. In order to properly characterize and evaluate the impact of the proposed site on ground water resources, it is nearly always necessary to plan a ground water monitoring system for landfills. Usually this plan will be prepared by a qualified consultant.
Have you included a plan for this proposed site? ☐ Yes ☒ No

Because of the closed landfill, the transfer station site is already equipped with monitoring wells and is regulated under the existing Solid Waste Management System License #236.

The construction and operation of the composting facility would not include burying wastes or storing wastes or finished compost on the bare ground surface. The proposed design and operation of the facility would also not generate excess liquids or leachate that would have the potential to contribute to groundwater contamination. This issue is discussed in more detail in the attached operation and maintenance plan.

16. Attach operation and maintenance plan. Include days and hours site open, fencing and access control, equipment to be used at site, how traffic will be directed and controlled, general description of solid waste management system, maintenance schedule regarding handling and disposal of solid wastes, provisions for litter control, types of waste to be accepted, proposed use of the land after fill area completed, person(s) responsible for the operation and maintenance of solid waste management system. The operation and maintenance plan must indicate what measures will be taken to insure that drainage is properly handled in order to keep water from entering the waste burial area. Please refer to the Administrative Rules of Montana (ARM) 17.50.510 and 17.50.511 for minimum operation and maintenance requirements. Plan attached? ☒ Yes ☐ No
17. Few sites can be properly planned or operated without a "cut-and-fill" plan. Generally, this plan must be prepared by a qualified individual with experience in landfill design. Have you included a plan of this kind with your application? ☐ Yes ☒ No

The proposed facility is not a landfill. Earthwork required for the construction of the facility would include removal of the container site (and earthen ramp), and minor excavation for building footings.

18. Will open burning of untreated wood waste be a part of the operation and maintenance plan?
☐ Yes ☒ No
19. Will any special or unusual wastes (those that require special handling or present unique environmental hazards) be accepted? ☒ Yes ☐ No

If "yes", briefly describe the wastes (use additional sheet if necessary):

In addition to MSW, the facility would also accept relatively small quantities of sewage sludge, manure, and other organic wastes.

The facility would accept sewage sludge from Yellowstone National Park, to be delivered to the

facility two or more times each year. The Park dries its sludge to a solids content of 30%. Sludge delivered to the site would be deposited in concrete bunkers located within the pre-processing area, adjacent to the tip floor, and added to the compost mixture as needed. The compost facility would retain the right to reject any sludge with unacceptable chemical or physical properties.

The composting process is designed to meet EPA 503 regulations for pathogen reduction. The composting mass would spend at least three days in an enclosed aerated composting box with a temperature set point of 59°C. Temperatures in the box are maintained by a thermostat-controlled aeration system.

The compost facility would have the capacity to accept other clean organic wastes, including manure, yard wastes, sawdust, and wood chips. These wastes would be handled in the same manner as incoming MSW. Space will not be provided on site for stockpiling large quantities of such materials.

20. Do you plan to accept household quantities of hazardous wastes and/or hazardous wastes from conditionally exempt generators? (Note: these types and quantities of waste may be legally accepted at state licensed "Class II" landfill facilities.) ☒ Yes ☐ No

21. Describe adjacent use of land and attach a list of names and addresses of persons owning land adjacent to the proposed facility:

The site is surrounded on three sides by Forest Service land. The fourth side adjacent to Yellowstone National Park. All adjacent lands are forested and undeveloped (see Vicinity Map)
List attached? ☒ Yes (provided above) ☐ No

22. Describe the estimated life of the facility and attach a description of the method used to calculate this figure. Description attached? ☒ Yes ☐ No

The compost facility is intended to be operated indefinitely, repairing or replacing equipment on an as-needed basis. Expansion of facility capacity can be accommodated by adding one or more composting vessels within the existing permitted area.

23. Attach a closure plan for the landfill including final cover soil specifications, showing elevations and drainage details, revegetation requirements and other pertinent details of site closure. Address the proposed use of the landfill upon completion.
Plan attached? ☐ Yes ☒ No

24. What is the proposed opening date for this facility? Summer 2001

25. Provide name and address of insurer of facility and/or attach copy of your general liability insurance policy. Provide a statement regarding the limits of the policy for sudden and non-sudden liability coverage. Statement of coverage attached? ☒ Yes ☐ No

Name of Insurer: Please see attached - follows this page.

Address: _____

26. Will underground tanks/lines be located at the site?
☐ Yes ☒ No

If "yes" have you completed EPA form 7530 (11/85, Rev. 2/86), Notification for Underground Storage Tanks? ☐ Yes ☐ No

If "yes" what is your facility ID number? _____

27. I hereby certify that the site of the planned solid waste management system is in accordance with local government zoning and ordinances (to be signed by appropriate local government official having knowledge of local zoning ordinances).

Signature: _____ Title: _____

Representing: _____ Date: _____

I am a party responsible for operation of this proposed facility. I certify that the above-described solid waste management system will be constructed and operated in accordance with Sections 75-10-201 through 75-10-233, Montana Code Annotated (MCA), the rules adopted pursuant thereto, and in accordance with conditions which have or may be imposed in the license.

Signature: (to be signed by the applicant) Glynn Seely (Acting chairman)

Title: Acting Chairman Date: Sept, 13, 2000

F:\SHR\DEQFORMS\SWAPPLIC.LIC

9/97

ACORD

CERTIFICATE OF LIABILITY INSURANCE

CSR CD
GC-----1

DATE (MM/DD/YY)

08/28/00

PRODUCER

First West, Inc.
PO Box 1800
1905 Stadium Dr
Bozeman MT 59715

Tyler Delaney, CIC

Phone No. 406-587-5111 Fax No. 406-586-0271

INSURED

Gallatin County
311 West Main, Room 301
Bozeman MT 59715

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

St Paul Mercury Company

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GP06300633	07/01/00	07/01/01	GENERAL AGGREGATE \$ 5,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	☒ Law Enforcement	GP06300633	07/01/00	07/01/01	FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$ 5,000
					COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per accident) \$
	☐ ANY AUTO				PROPERTY DAMAGE \$
	☐ ALL OWNED AUTOS				
	☐ SCHEDULED AUTOS				
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				OTH- ER
	☐ INCL				EL EACH ACCIDENT \$
	☐ EXCL				EL DISEASE - POLICY LIMIT \$
A	OTHER	GP06300633 SPECIAL FORM	07/01/00	07/01/01	EL DISEASE - EA EMPLOYEE \$
	Property Section				Blanket \$15,016,546
	Building&Contents				Deduct \$1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Governmental Subdivision

CERTIFICATE HOLDER

MTDEP-1

MT. Dept of Environmental
Quality, Permitting and
Compliance Division
Metcalf Building
Helena MT 59620-0901

CANCELLATION

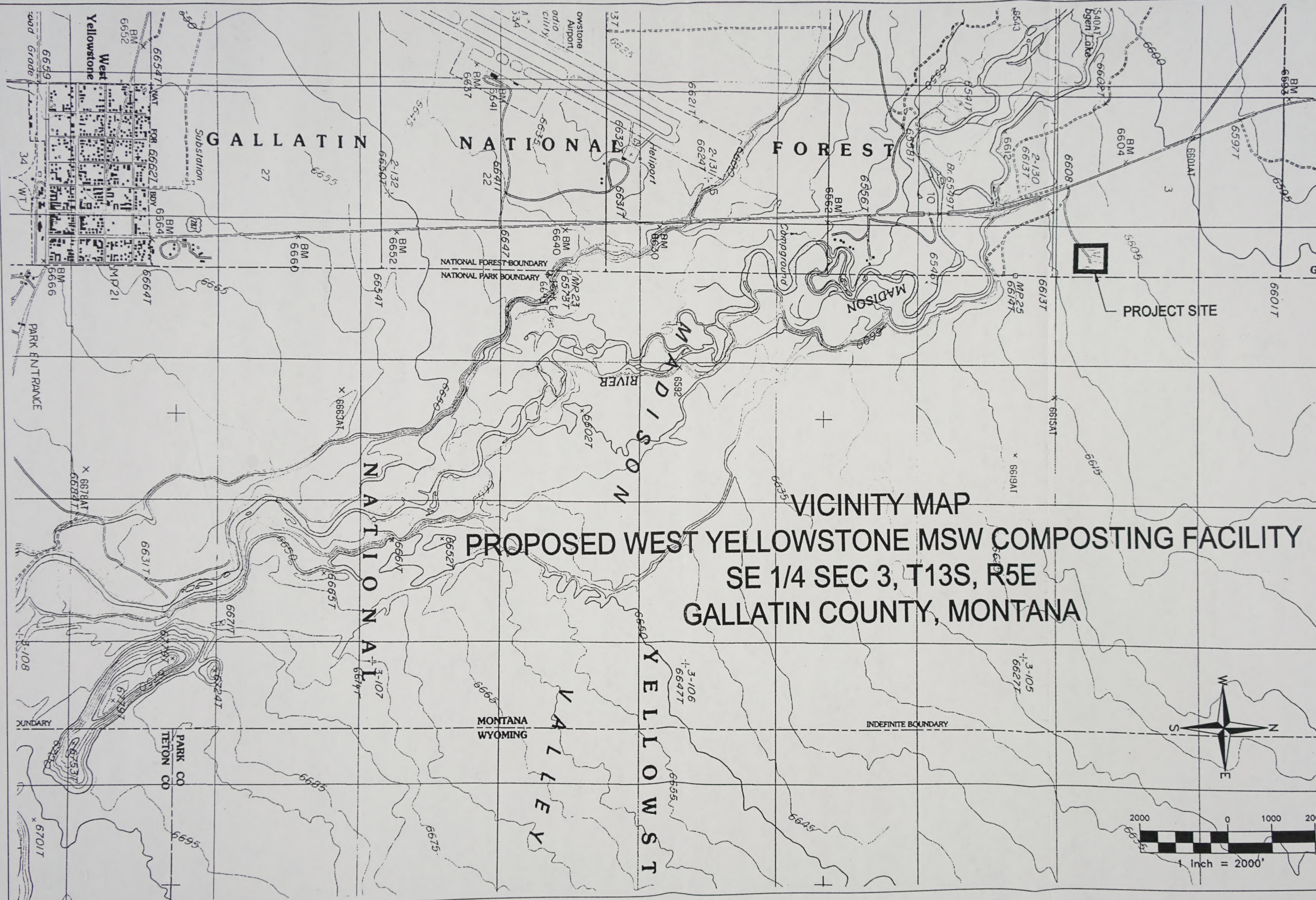
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

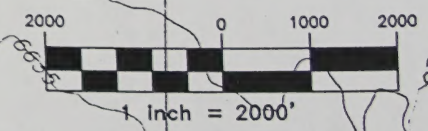
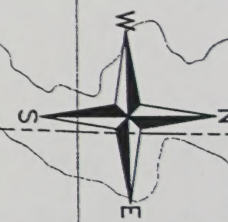
Tyler Delaney, CIC

Tyler Delaney

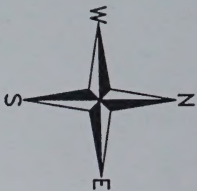




VICINITY MAP
PROPOSED WEST YELLOWSTONE MSW COMPOSTING FACILITY
SE 1/4 SEC 3, T13S, R5E
GALLATIN COUNTY, MONTANA



PROJECT NAME		DRAWING TITLE	
WEST YELLOWSTONE COMPOSTING FACILITY-PERMITTING & LICENSING		DRAWING TITLE	
DRAWN: SPM		CHECKED: D.D.	
PROJECT NO: 100288		APPROVED: D.D.	
FILE NAME: vicinity		SCALE: NOTED	
LAND & WATER CONSULTING, INC.		FIGURE	
REV -		DATE: 5/2	



EASE AREA

BUILDING



REV -
DATE 4/2

FIGURE
2

LAND & WATER CONSULTING, INC.

PROJ NO: 100298

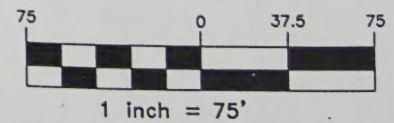
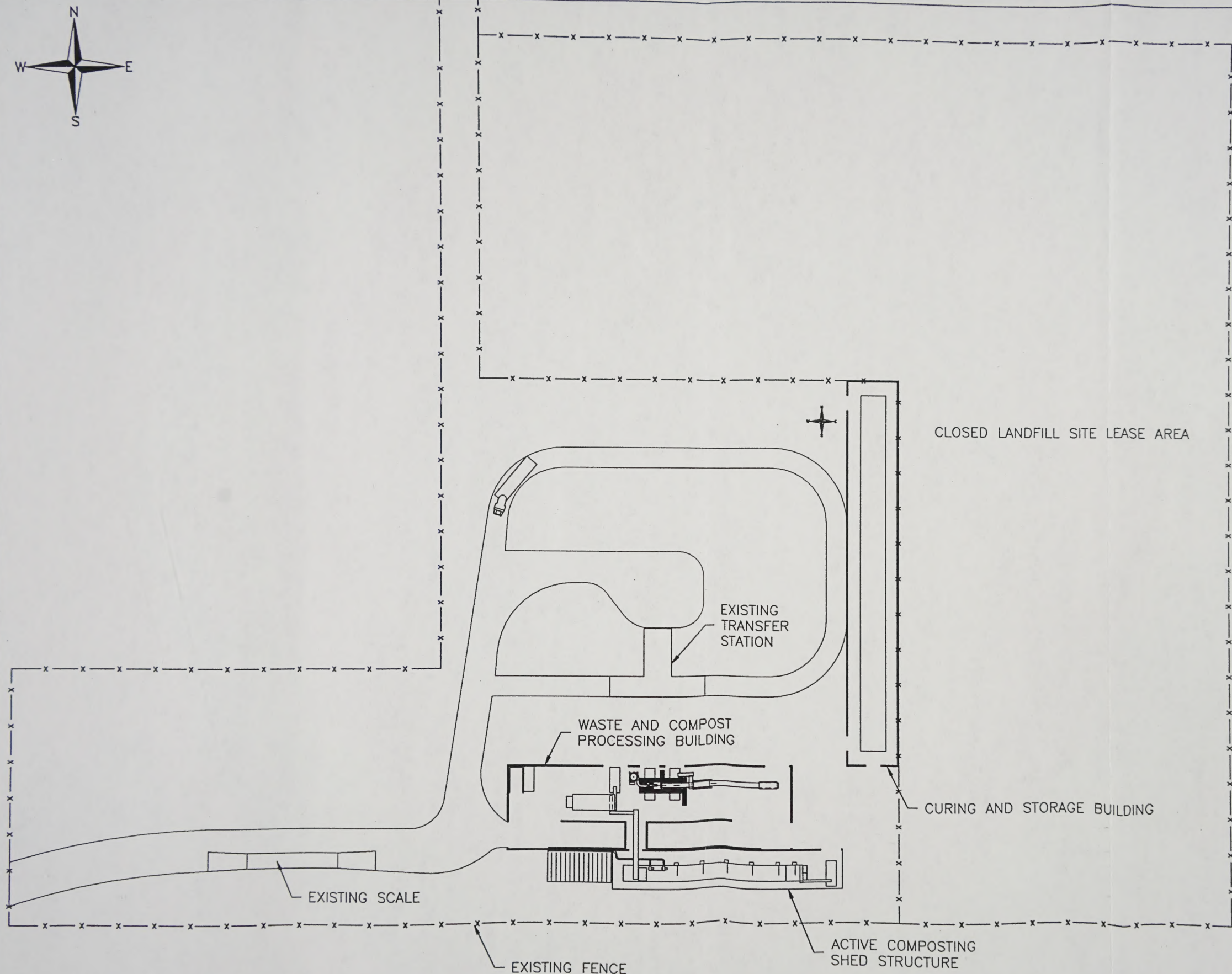
FILE NAME: site

DRAWN: SPM

CHECKED: D.D.

PROJECT NAME

WEST YELLOWSTONE COMPOSTING FACILITY-PERMITTING & LICENSING



U. S. DEPARTMENT OF AGRICULTURE Forest Service SPECIAL-USE PERMIT Authority: <u>Act of June 4, 1897</u>	Holder No.	Issue Date	Expir. Date
	<u>1 7 0 4-0 0</u>	<u>11/04/94</u>	<u>1 2/3 1/0 4</u>
	Type Site(s)	Authority	Auth. Type
	<u>3 4 1 3 4 5</u> <u>9 3 1 9 1 5</u>	<u>6 7 6</u>	<u>0 0 2 0</u>
	Region/Forest/District	State/County	
	<u>0 1/ 1 1 / 0 7</u>	<u>3 0/ 0 3 1</u>	
	Cong. Dist.	Latitude	Longitude
	<u>Q L</u>	<u>4 4-4 3-3 0</u>	<u>1 1 1-0 6-0 0</u>

W. Yellowstone/Hebgen Basin Solid Waste District of P.O. Box 239

(Holder Name)

(Billing Address - 1)

W. Yellowstone

Montana

59758

(Billing Address - 2)

(City)

(State)

(Zip Code)

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Gallatin National Forest.

This permit covers 12.64 acres (6.36-Closed land fill, 5.67-Transfer Site, .61-access road) and is described as SE1/4 Sec. 3, T13S, R5E, P.M., Gallatin County, Montana, as shown on the location map attached to and made a part of this permit (Exhibit A), and is issued for the purpose of: 1) Maintaining a closed landfill site; 2) Operating and maintaining an active transfer site.

Authorized improvements on the permit area are:

- | | | |
|----------------------------|-------------------------------------|---------------------------|
| a) 800' access road | g) buried electric line to bathroom | m) 765' wire fence |
| b) scale house | h) bathroom building | n) 2,600' ch. link fence |
| c) scale w/concrete aprons | i) 1,000 gal. concrete septic tank | o) transfer station bld. |
| d) french drain | j) 15' X 40' drainfield | p) container site |
| e) 1,300' wiring/bth. well | k) 1,300' X 1 1/4" waterline | q) 8 monitoring wells |
| f) well for bathroom water | l) closed landfill area | r) 1 surface seep monitor |

See Exhibit B for Improvement Location Map.

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use. Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

G. Public Access and Use. Unless specifically limited under additional terms to this permit, the holder agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

H. Forest Service Right of Entry and Inspection. The Forest Service shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, the Forest Service may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the United States under any law or regulation.

I. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.

J. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2004. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

III. RESPONSIBILITIES OF THE HOLDER

A. Plans. If required by the authorized officer, all plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the authorized officer or a designated representative before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

B. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer, and consistent with applicable Federal, State, and local health and safety and other requirements.

C. Hazard Analysis. The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could affect the improvements or pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer.

D. Compliance with Laws, Regulations, and other Legal Requirements. The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

E. Fire Prevention and Suppression. The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.

F. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

G. Change in Ownership of the Authorized Improvements. This permit is not assignable and terminates upon change of ownership of the improvements. The holder shall immediately notify the authorized officer when a change in ownership is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the new owner of the improvements.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. Risk of Loss. The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.

B. Damage to Property of the United States. The holder has an affirmative duty to protect from injury and damage the land, property, and other interest of the United States. Damage includes, but is not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of the holder's activities on, or related to, the lands property, and other interests covered by the permit.

1. The holder shall compensate in full the United States for damages occurring under the terms of this permit or under any law or regulation applicable to the National Forests. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs in connection therewith.

2. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided under paragraph IV (B)(1), except that liability shall not include reasonable and ordinary wear and tear.

3. In addition to liability provided in this paragraph, the holder may incur strict liability for certain high hazard situations if so provided by additional clauses appended to this permit.

C. Indemnification and Liability of the United States. The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Oil Pollution Act, 33 U.S.C. 2701 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., as subsequently amended. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the holder in connection with the use and/or occupancy authorized by this permit. This indemnification and hold harmless agreement includes,

but is not limited to, acts and omissions of the holder in connection with the use and/or occupancy authorized by this permit which result in: (1) violations of the above or any applicable laws and regulations; (2) judgments, claims, or demands assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) other releases or threatened releases on or into land, property, and other interest of the United States by solid waste and/or hazardous substance(s).

The holder's indemnification of the United States shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interest of the United States. The United States has no duty to inspect permit area or to warn of hazards and, if the United States does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Upon abandonment, revocation, termination, or expiration of this authorization, the holder shall remove within a reasonable time prescribed by the authorized officer all structures and improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay an annual fee of Three thousand and no/100 Dollars (\$3000.00) for the period from January 1, 1994, to December 31, 1994, and thereafter annually on January 1, Two thousand four-hundred and twenty-five and no/100 dollars (\$2425.00). Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

C. FEE WAIVER: The amount of Five-hundred dollars (\$500.00) is hereby waived from annual fee listed in Clause VI-B pursuant to 36 CFR 251.57. However, the Forest Service may review the circumstances of this waiver periodically and whenever necessary to bring the waiver and waived amount in compliance with current regulations.

D. Payment Due Date. The payment due date shall be the close of business on December 31 of each calendar year payment is due. Payments due the United States for this use shall be deposited at Unit Collection Officer, Forest Service - Northern Region, File No. 51653, P.O. Box 60,000, San Francisco, CA 94160-1653, in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

E. Late Payment Interest. Pursuant to 31 USC 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

F. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

G. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

H. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).

2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

VII. OTHER PROVISIONS

A. Members of Congress. Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and young-growth timber below merchantable size at current damage appraisal value, provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer.

D. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

E. Refuse Disposal: The holder shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds in the following manner: Refuse shall be transported to an authorized disposal area. Disposal of refuse in recreation area facilities is prohibited.

F. Liability: The holder shall be liable for all injury, loss, or damage, indirectly or directly resulting from or caused by the holder's use and occupancy of the area covered by this authorization, regardless of whether the holder is negligent, provided that the maximum liability without fault shall not exceed \$1,000,000 for any one occurrence. Payment of damages for occurrence where there is liability without fault (strict liability) does not limit the holder's liability for damages in excess of \$1 million where actual negligence is shown or imputed. Liability for injury, loss, or damage in excess of the specified maximum, shall be determined by the laws governing ordinary negligence.

G. Risks and Hazards: Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has responsibility of inspecting the site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

H. Health, Safety and Environmental Protection: Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the landfill and transfer site, and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities.

I. Nondiscrimination (Employment and Services): During the performance of this permit, the holder agrees:

a. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. (Re: Title VII of the Civil Rights Act of 1964, as amended.)

b. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age or handicap, by curtailing or refusing to furnish accommodation, facilities, services, or use privileges offered to the public generally. (Re: Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act.)

c. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.

d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance(s) to the premises, and at other exterior or interior locations as directed by the Forest Service.

e. That the Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

J. Environmental Standards: Holder shall conduct all activities associated with the landfill and transfer site in a manner that will avoid or minimize degradation of air, land, and water quality. In the construction, operation, maintenance, and termination of the landfill and transfer site, holder shall perform its activities in accordance with applicable air and water quality standards, related facility siting standards, and related plans of implementation, including but not limited to standards adopted pursuant to the Clean Air Act, as amended (42 USC 1857) and the Federal Water Pollution Control Act, as amended (33 USC 1321).

K. Water Pollution: No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water, that would result in harm to fish and wildlife or to human water supplies.

L. Esthetics: The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

M. Solid and Hazardous Waste Disposal: In addition to consultation during the application stage for this special-use permit, the holder shall be responsible for further consultation with appropriate State and local agencies and/or the Environmental Protection Agency regarding all sludges, garbage, refuse or other solid waste from commercial, industrial or community wastewater treatment plants generated and/or disposed on lands covered by this authorization. The holder shall comply with all applicable terms and regulations regarding "solid waste" and "hazardous waste" under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq.

N. Nonpayment of Fees and Charges: This authorization shall terminate upon the holder's failure to make the annual fee payment, the late payment charge, and any other charges when due.

O. Interference With Public Use. In exercising the privileges provided by this authorization, the holder shall not interfere with or obstruct the public's right to use and enjoy National Forest System lands and facilities.

Verified conduct constituting interference with the public's use of National Forest System lands and/or facilities by the holder, its agents or employees, or the area authorized or in relation to the privileges authorized herein,

P. Private Road, Secondary Use:

1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the Forest Service.

2. The holder, in exercising the privileges granted by this authorization, shall comply with all applicable State and Federal laws, Orders, and rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance if in the opinion of the authorized officer those State standards are more stringent than Federal standards, and promulgation of State standards precede the date of this special-use authorization.

3. The holder shall cut no timber except as authorized by construction stipulations or maintenance agreements:

4. The holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.

5. The United States may use the roads without cost for all purposes, including the removal of timber cut in construction or maintenance of the road or other incidental use, deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States; provided that the road only will be used for commercial hauling purposes, only after payment by the United States of its pro rata share of road maintenance costs.

6. Only the Forest Service may extend rights and privileges for use of the road constructed on the premises to other nonfederal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate their use.

7. The Forest Service retains the right to occupy and use the right-of-way. It also may issue other uses including rights-of-way, on and through the permitted area provided that the occupancy and use does not unreasonably interfere with the rights granted herein.

8. The Forest Service shall have the right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as does not unreasonably interfere with use of the road.

9. The holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals and the exact portion of the right-of-way to be chemically treated.

Q. Implied Permission: Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.

R. Superseded Permit: This permit supersedes a special-use permit designated:

W. Yellowstone/Hebgen Basin Solid Waste District and dated December 8, 1983.

S. Improvement Relocation: This permit is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

T. Water Rights: This permit confers no right to the use of water by the holder.

U. Disputes: Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C or revisions thereto.

V. Historical-Archeological-Paleontological Discoveries: If, during activities conducted under this authorization, items of historical, archaeological or paleontological value are discovered, or a known or unknown deposit of such items may be/is disturbed, the holder will immediately cease activities in the area so affected. The holder will then notify the Forest Service and will not resume activities until written approval is given by the authorized officer.

W. Grizzly Bear Protection: This special-use authorization includes land which is part of the habitat of the grizzly bear. Therefore, in compliance with Forest Service responsibilities under the Endangered Species Act of 1973, 16 U.S.C. 1531, the following conditions apply to this special-use authorization:

a. The authorized officer may order an immediate temporary suspension of all human activities permitted by this authorization, and if needed, revoke or terminate the special-use authorization when, in his/her judgement, such action is necessary in order to prevent confrontation or conflict between humans and grizzly bears. The holder shall immediately comply with such order. The United States shall not be liable for any consequences from such a suspension, revocation or termination. Such suspension, revocation, or termination may be appealed to the next higher level as provided in 36 CFR 251, Subpart C.

b. The holder, his/her agents, employees, contractors and subcontractors will comply with the requirements of the attached Grizzly Bear Management and Protection Plan dated 11/4/94 (Exhibit C) in the conduct of any and all activities authorized. The authorized officer may review and revise the plan as needed.

c. The holder assumes full responsibility and shall hold the United States harmless from any and all claims by him/her or by third parties for any damages to life or property arising from the activities authorized by this special-use authorization and encounters with grizzly bears, or from suspension, revocation or termination of activities authorized by this special-use authorization.

d. Intentional or negligent acts by the holder, his/her agents, employees, contractors and subcontractors that result in injury or death of a grizzly bear will be cause for revocation or termination of this authorization in whole or in part.

e. Failure to comply with provisions a, b or c may result in suspension, revocation or termination of this authorization in whole or in part, and may cause criminal action to be taken against the holder under provisions of the Endangered Species Act of 1973, as amended, or other applicable authority.

X. Forest Service Representative: The District Ranger, Hebgen Lake Ranger District, Telephone No. (406) 646-7369, FAX (406) 646-9632, is responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

Y. Periodic Inspections: The holder understands that periodic inspections by and for the Forest Service are necessary for monitoring special-use authorization compliance. Therefore, the holder agrees to make the authorized premises, improvements, facilities and activities available and accessible for inspection by, and on behalf of, the Forest Officer in Charge and/or any other duly authorized official.

Z. SNOW PLOWING: Snow removal shall be done in a manner to preserve and protect the roads, to the extent necessary, to insure safe and efficient transportation and to prevent excessive erosion damage to roads, streams, and adjacent lands.

1. Description. Snow removal work by Permittee shall include:

- a. Removal of snow from entire road surface width including turnouts.
- b. Removal of snow slides, earth slides, fallen timber, and boulders that obstruct normal road surface width.
- c. Removal of snow, ice, and debris from culverts so that the drainage system will function efficiently at all times.

2. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

- a. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
- b. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
- c. Ditches and culverts shall be kept functional during and following roadway use.
- d. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
- e. Snow must not be removed to the road surface. A minimum two-inch depth must be left to protect the roadway.
- f. Permittee's damage from, or as a result of, snow removal shall be restored in a timely manner.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: W. Yellowstone/Hebgen
Basin Solid Waste Dist.

By: Larry Warner
(Holder Signature)

(Holder Signature)

Date: 10/28/94

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By: Jan Lerum
(Authorized Officer Signature)

FW Forest Supervisor
(Title)

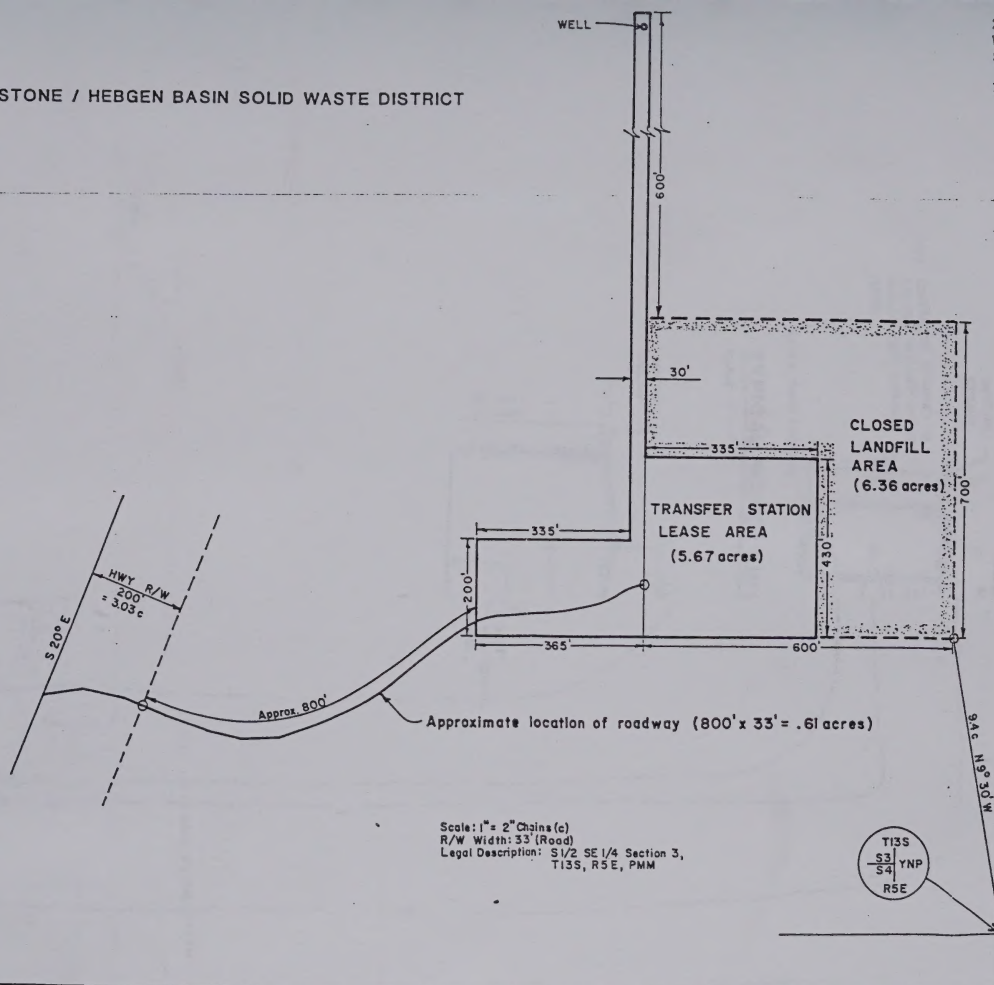
Date: 11/4/94



WEST YELLOWSTONE / HEBGEN BASIN SOLID WASTE DISTRICT

2720 Special Uses
W. Yellowstone/Hebgen Basin
Solid Waste District

Exhibit B1 - Site Map



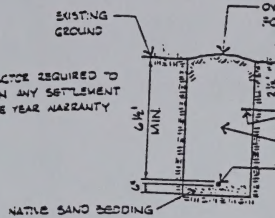
2720 Special Uses
W. Yellowstone/Hebgen Basin
Solid Waste District

Exhibit B2 - Improvement Locations

GENERAL NOTES

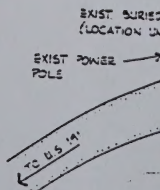
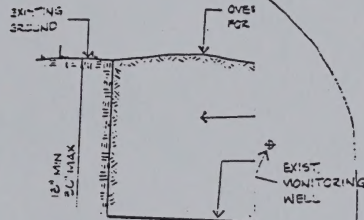
- ALL WORK SHALL BE C IN ACCORDANCE WITH THIRD EDITION, 1988.
- UTILITY INFORMATION C LOCAL UTILITY COMPAN
- SELECT NATURAL MATE NEW ELECTRIC SERVICE NO ASPHALT REPLACEN
- THE NEW WATER MAIN

NOTE: CONTRACTOR REQUIRED TO MAINTAIN ANY SETTLEMENT FOR ONE YEAR WARRANTY PERIOD.



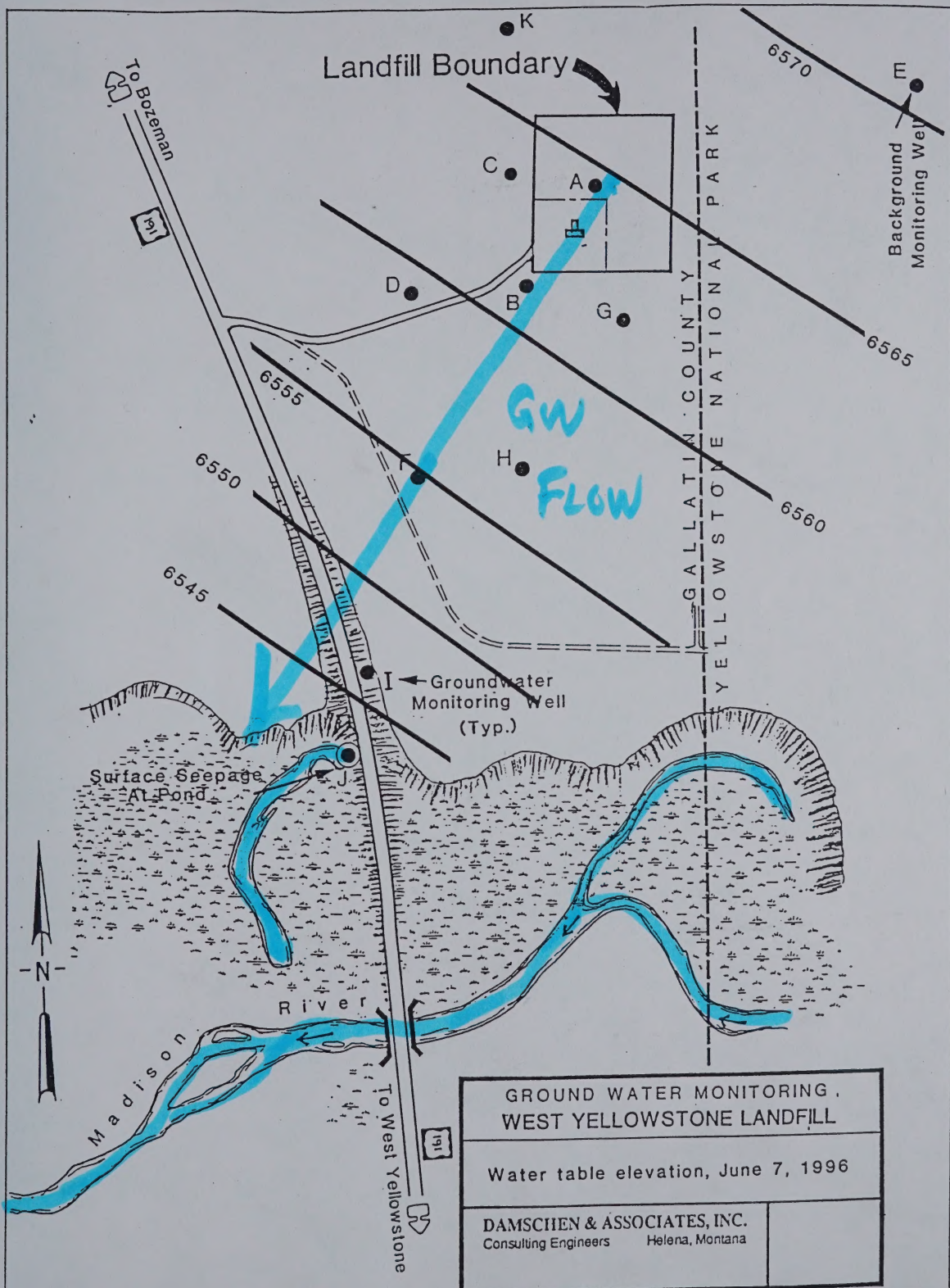
TYPICAL WATER LINE

SCALE: 1" = 1'-0"



Monitoring Well Elevations

Well ID	Elevation of Threaded Adapter on Top of Well Casing(feet above MSL)	Depth to Ground-Water (feet)	Groundwater Elevation (feet above MSL)
A	6610.70	47.55	6563.15
B	6610.45	51.05	6559.40
C	6609.50	47.90	6561.60
D	6609.55	52.12	6557.40
E	6611.87	41.88	6569.99
F	6613.51	60.42	6553.09
G	6612.02	51.60	6560.42
H	6611.17	55.52	6555.65
I	6591.13	45.58	6545.55
Surface Elevation of ponds east of Highway 191			6542.83
Surface Elevation of pond west of Highway 191			6542.46



State law requires that the Bureau's copy be filed by the water well driller within 60 days after completion of the well.

1. WELL OWNER Name <u>West Yellowstone Transfer Sta.</u> 2. CURRENT MAILING ADDRESS <u>West Yellowstone, mt</u> 3. WELL LOCATION Township <u>3 SE</u> Range <u>5 SE</u> Section <u>31</u> Gov'n't Lot _____, or Lot _____, Block _____ Subdivision Name _____ Tract Number _____ 4. PROPOSED USE: Domestic ☒ Stock ☐ Irrigation ☐ Other ☒ specify <u>Water-Purpose well for G.W. Monitoring and supply</u> 5. TYPE OF WORK: New well ☒ Method: Dug ☐ Bored ☐ Deepened ☐ Cable ☐ Driven ☐ Reconditioned ☐ Rotary ☒ Jetted ☐ 6. DIMENSIONS: Diameter of Hole Dia. <u>12</u> in. from <u>0</u> ft. to <u>21</u> ft. Dia. <u>7 7/8</u> in. from <u>21</u> ft. to <u>80</u> ft. Dia. _____ in. from _____ ft. to _____ ft. 7. CONSTRUCTION DETAILS: Casing: Steel _____ Dia. _____ from _____ ft. to _____ ft. Threaded ☐ Welded ☒ Dia. <u>8"</u> from <u>18"</u> ft. to <u>20</u> ft. Type <u>new</u> Wall Thickness <u>.250</u> Casing: Plastic <u>sched. 40</u> Dia. _____ from _____ ft. to _____ ft. Weight <u>200 pif</u> Dia. <u>4"</u> from <u>0</u> ft. to <u>80</u> ft. PERFORATIONS: Yes ☒ No ☐ Type of perforator used <u>Factory Cut</u> Size of perforations <u>.020</u> in. by _____ _____ perforations from <u>70</u> ft. to <u>80</u> ft. _____ perforations from _____ ft. to _____ ft. _____ perforations from _____ ft. to _____ ft. SCREENS: Yes ☐ No ☒ Manufacturer's Name _____ Type _____ Model No. _____ Dia. _____ Slot size _____ from _____ ft. to _____ ft. Dia. _____ Slot size _____ from _____ ft. to _____ ft. GRAVEL PACKED: Yes ☒ No ☐ Size of gravel <u>2 1/2" Silver sand</u> Gravel placed from <u>64</u> ft. to <u>80</u> ft. GROUTED: To what depth? <u>64</u> Material used in grouting <u>Ben Tonite / Portland Cement</u> 8. WELL HEAD COMPLETION: Pitless Adapter Yes ☒ No ☐ 9. PUMP (if installed) Manufacturer's name <u>Grundfos</u> Type <u>Sub.</u> Model <u>NV6S10-10</u> HP <u>1</u> 10. WELL TEST DATA The information requested in this section is required for all wells. All depth measurements shall be from the top of the well casing. All wells under 100 gpm must be tested for a minimum of one hour and provide the following information: a) Air _____ Pump ☒ Bailor _____ b) Static water level immediately before testing. <u>20</u> ft. If flowing: closed in pressure _____ psi. _____ gpm Flow controlled by _____ valve. _____ reducers. _____ other, (specify) _____ c) Depth at which pump is set for test <u>78 Feet</u> d) The pumping rate: <u>150</u> gpm e) Pumping water level <u>50</u> ft. at <u>1</u> hrs. after pumping began.	f) Duration of test: Pumping time <u>4</u> hrs. g) Recovery time <u>5 min</u> hrs. h) Recovery water level <u>45</u> ft. at <u>5 min</u> hrs. after pumping stopped. Wells intended to yield 100 gpm or more shall be tested for a period of 8 hours or more. The test shall follow the development of the well, and shall be conducted continuously at a constant discharge at least as great as the intended appropriation. In addition to the above information, water level data shall be collected and recorded on the Department's "Aquifer Test Data" form. NOTE: All wells shall be equipped with an access port 1/2 inch minimum or a pressure gauge that will indicate the shut-in pressure of a flowing well. Removable caps are acceptable as access ports. 11. WAS WELL PLUGGED OR ABANDONED? Yes ☐ No ☒ If yes, how? _____ 12. WELL LOG Depth (ft.) From _____ To _____ Formation _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Depth (ft.)</th> <th>Formation</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>coarse Black sand / Breccia obsidian</td> </tr> <tr> <td>8</td> <td>Fine Gravel / obsidian w/ minor and chert / clastic</td> </tr> <tr> <td>20</td> <td>very coarse obsidian sand</td> </tr> <tr> <td>28</td> <td>Gravel, med to coarse, clean</td> </tr> <tr> <td>28</td> <td>coarse Black sand, Fine Gravel (water fm)</td> </tr> </tbody> </table>	Depth (ft.)	Formation	0	coarse Black sand / Breccia obsidian	8	Fine Gravel / obsidian w/ minor and chert / clastic	20	very coarse obsidian sand	28	Gravel, med to coarse, clean	28	coarse Black sand, Fine Gravel (water fm)
Depth (ft.)	Formation												
0	coarse Black sand / Breccia obsidian												
8	Fine Gravel / obsidian w/ minor and chert / clastic												
20	very coarse obsidian sand												
28	Gravel, med to coarse, clean												
28	coarse Black sand, Fine Gravel (water fm)												

ATTACH ADDITIONAL SHEETS IF NECESSARY

13. DATE COMPLETED 9/26/92

14. DRILLER/CONTRACTOR'S CERTIFICATION
This well was drilled under my jurisdiction and this report is true to the best of my knowledge
Date 9/26/92
Sharp Drilling
Firm Name _____
1551 10th Ave SW Sidney, mt
Address _____
John Sharp
Signature _____
State _____ License No. _____

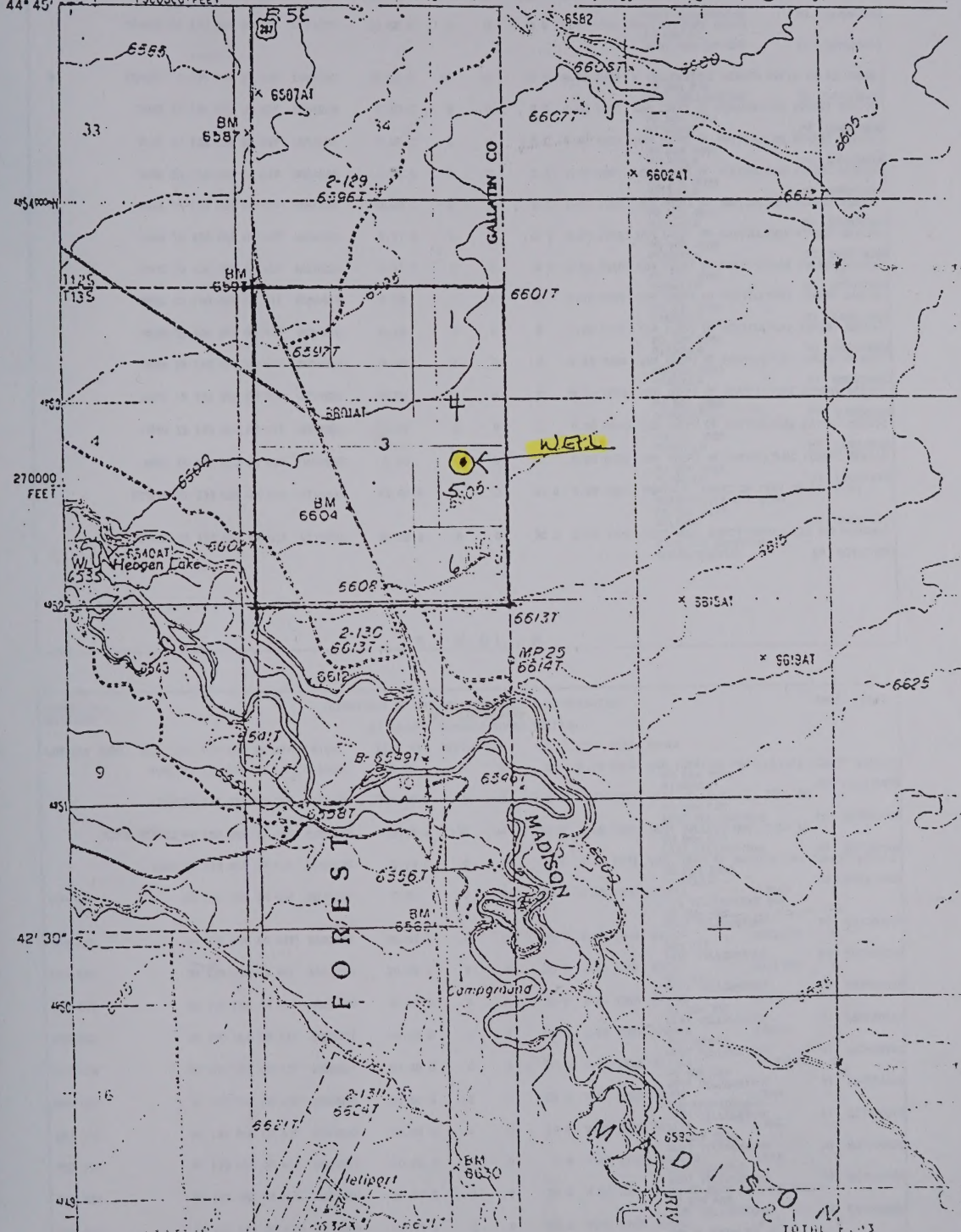
GEOLOGICAL SURVEY

NORTH 1

41E-84790

111° 07' 30" E
44° 45'

1:50,000 FEET



NEUSE 9/20/3

T135

* N 01 *

LOT	BLK	SUBD	QTR	SEC	TWP	RGE	CO	WATER	RIGHT	WELL	RT	DEPTH	SWL	YLD	CSN	YEAR	OWNER	
																	USA (DEPT OF AGRICULTURE FOREST SERVICE PO BOX 7609 MISSOULA	MT 598070000
																	WEST YELLOWSTONE, TOWN OF PO BOX 579 WEST YELLOWSTONE	MT 597580000
																	WEST YELLOWSTONE, TOWN OF PO BOX 579 WEST YELLOWSTONE	MT 597580000
																	USA (DEPT OF AGRICULTURE FOREST SERVICE PO BOX 7609 MISSOULA	MT 598070000
004	017													15	0.00	0000	HOWELL FLOYD 315 YELLOWSTONE AVE PO BOX 459	W MT 597580000
003	010													25	0.00	1948	BIELY WILLIAM BOX 117 WEST YELLOWSTONE	G MT 597580000
004	010													25	0.00	1948	BIELY WILLIAM BOX 117 WEST YELLOWSTONE	G MT 597580000
005	020													30	0.00	1959	REITER LAWRENCE PO BOX 310 WEST YELLOWSTONE	E MT 597580000
004	002													50	0.00	1966	WANNER LARRY 312 CANYON WEST YELLOWSTONE	P MT 597580000
013	028													50	0.00	1959	REITER LAWRENCE PO BOX 310 WEST YELLOWSTONE	E MT 597580000
004	025													25	0.00	1959	ADAMS EDNA 328 MADISON AVE WEST YELLOWSTONE	M MT 597580000
007	018													15	0.00	1958	MILER LYNN PO BOX 1080 WEST YELLOWSTONE	L MT 597580000
002	018													0	0.00	1931	EDWARDS VERN 120 FIREHOLE WEST YELLOWSTONE	O MT 597580000
005	023													30	0.00	1981	RUNNING BEAR PANCAKE HOUSE PO BOX 465 WEST YELLOWSTONE	MT 597580000
008	010													20	0.00	1950	HUMMEL BILL 908 N ARMON RD WE TODAO FALLS	B ID 834012425
013	025													35	0.00	1952	AMBASSADOR MOTOR INN INC 315 YELLOWSTONE AVE PO BOX 459 WEST YELLOWSTONE	ID MT 597580459
013	025													50	0.00	1951	AMBASSADOR MOTOR INN INC 315 YELLOWSTONE AVE	

GWIC Well Log Report

Montana Bureau of Mines and Geology
Ground-Water Information Center

Owner and Location Information

Site Name: KOELZER R L

GWIC Id: 166450
Location (TRS): 12S 05E 34
County (MT): GALLATIN
DNRC Water Right: Not Reported
Certificate of Survey: Not Reported
Block: Not Reported
Lot: Not Reported

Source of Data: LOG
Latitude (dd): 44.7443
Longitude (dd): -111.1002
Geomethod: TRS-TWN
Datum: 1927
Addition: Not Reported
Subdivision: Not Reported

Well Construction and Performance Data (measurements are reported below land surface)

Total Depth (ft): 63.00
Static Water Level (ft):
Pumping Water Level (ft):
Yield (gpm): 42.00
Test Type: BAILER
Test Duration:
Drill Stem Setting (ft):
Recovery Water Level (ft):
Recovery Time (hrs):

How Drilled: Not Reported
Driller's Name: VAN DYKEN
Driller License: WWC189
Completion Date: Jun 30, 1958
Special Conditions: None Reported
Is Well Flowing?: No
Shut-In Pressure:
Well/Water Use: DOMESTIC
Geology/Aquifer: Not Reported

Casing Information

From	To	Diameter	Type
-1.0	63.0	6.0	STEEL

Perforation/Screen Information

No perforations are reported.

Lithology Information

From	To	Description
0	63.0	ALL SAND

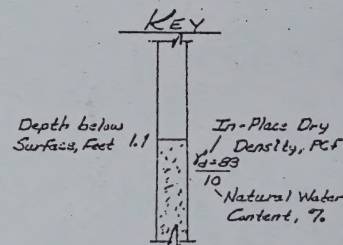
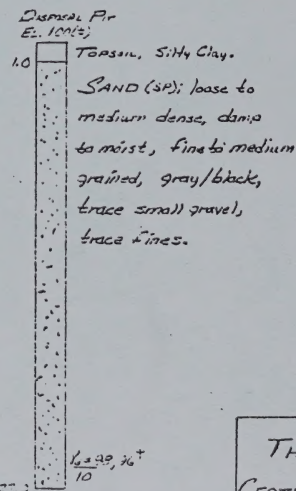
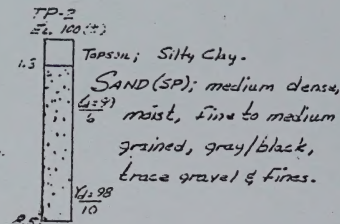
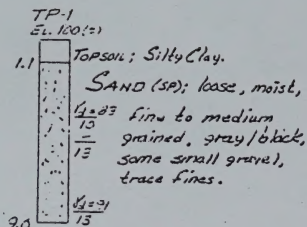
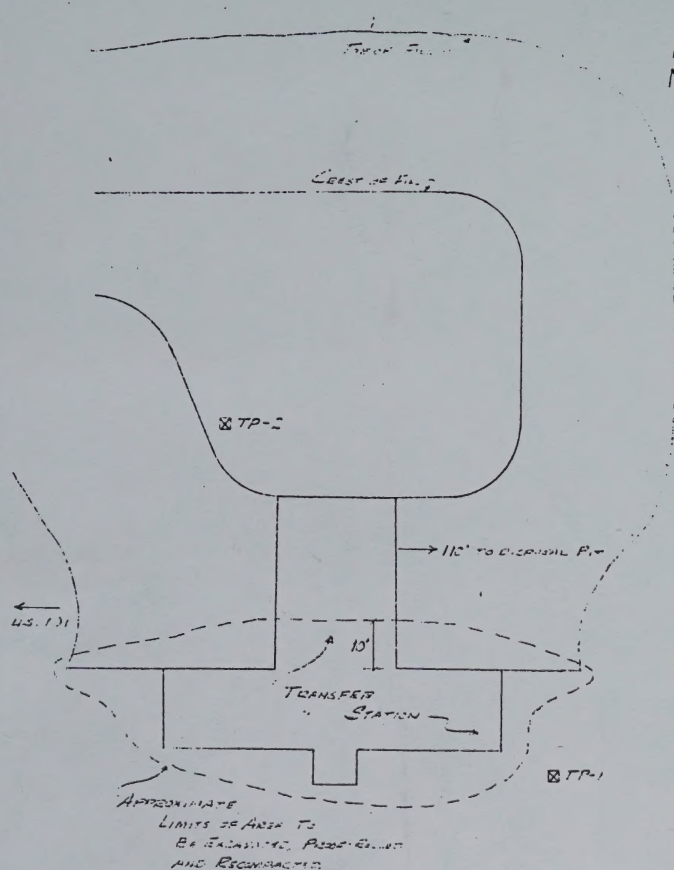
Site Notes

No notes available for this record.

Well Notes

No notes available for this record.

These data represent the contents of the GWIC databases at the Montana Bureau of Mines and Geology at the time and date of the retrieval. The information is considered unpublished and is subject to correction and review on a daily basis. The Bureau warrants the accurate transmission of the data to the original end user. Retransmission of the data to other users is discouraged and the Bureau claims no responsibility if the material is retransmitted.



THE GEOTECHNICAL GROUP PC.	LOCATION AND LOGS OF TEST PITS		
	FOUNDATION INVESTIGATION SOLID WASTE TRANSFER STATION AT WEST YELLOWSTONE, MONTANA		
	FOR ROBERT PEGGIA & ASSOCIATES — HELENA, MT.		
	PROJECT No.	DATE	FIG. 1
SEAR FALLS, MT.	134-1	MAY, 1982	

* SAND GIVE SHEAR TEST

UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

P. O. Box 970, Bozeman, Montana 59715

SUBJECT: EVT--Pollution and Waste Management Report
West Yellowstone Sanitary Landfill Site Evaluation
NE¼ SW¼ SE¼ Sec. 3, T12S R5E

DATE: 12/15/76

TO: Walter C. Anderson
District Conservationist
Soil Conservation Service
Bozeman, Montana

As requested by the Gallatin County Sanitarian a site investigation and evaluation was made at the above location on August 3, 1976 with the assistance of Harry Kringler, East Zone Sanitary Engineer, U. S. Forest Service.

This site appears to be the most suitable within a reasonable distance of West Yellowstone and for working during severe winter conditions. However, at this site preliminary testing has shown that leachate is being discharged to the ground water. A monitoring program is recommended to determine the leachate characteristic and its impact on Hebgen Lake. If necessary, leachate discharge can be minimized by reasonable reclamation measures. The site is not recommended for the disposal of Group I (toxic) wastes.

Water passing through buried refuse leaches out contaminants. This "leachate" may drastically alter the quality of surface and ground waters. Sanitary landfill siting and operations should minimize the amount of water that can reach the refuse and should provide for the control or attenuation of any leachate produced.

Site Evaluation

Geology/Soils: The site is located on a large alluvial terrace, 4 miles north of West Yellowstone. There are 8 inches of silty loam topsoil over several hundred feet of obsidian sand. The sand is tertiary sediment or loess deposits that may have been reworked by water. The sand is angular, clean, medium to coarse sized and poorly graded. The deposit has high permeability. There are a few thin stratifications of volcanic ash in the deposit. These zones will have little effect on water movement through the profile. The only leachate mitigating soil mechanism that would be expected to be active in the sand is biodegradation by microorganisms. The effectiveness of this mechanism will be decreased by the intermittent seasonal discharge of leachate which hinders the buildup of a viable biomass in the sand. This intermittent loading may even prevent the establishment of microorganisms. The volcanic ash may provide limited physical/chemical mitigation.



Analysis of the leachate as it emerges from the refuse and just before it reaches the ground water will show if an established biomass and the ash have an effect on the leachate.

Ground/Surface Water: The land surface is flat. Precipitation and snowmelt infiltrates the topsoil and porous subsoil never accumulating enough for surface runoff. Wells drilled in August indicate the water table is 55 feet below the surface. Seasonal fluctuation at the site is unknown. However, general water table fluctuation in the area is 6 to 8 feet. As the trenches are approximately 25 feet deep there is from 25 to 35 feet of the obsidian sand separating the refuse from the water table. The direction of ground water movement is estimated to be to the southwest. The ground water likely merges with surface water 3,700 feet to the southwest, where the Madison River enters the Madison arm of Hebgen Lake. Well development between the landfill site and Hebgen Lake is not likely due to Forest Service ownership and their present and projected future land use plans.

Operational Considerations: All weather access is excellent as the well drained sands provide good vehicle bearing during wet weather. The only hinderance is 1/4 mile of access road which must be cleared of deep snows. The major obstacles to daily operations are the deep winter snows and cold weather. An equipment shed would benefit the daily operations. The landfill appears to be operated in a conscientious and efficient manner. In order that this site be utilized to its optimum potential, the following suggestions are made:

- Trenches can be excavated deeper if analysis of the recommended monitoring program does not show leachate mitigation in the sand.
- As the trenches are filled they should be excavated the full length of the fenced area as shown in the attachment.

Winds in the area are not generally prolonged or severe, however, the perimeter fence, which is an effective litter fence, should be hand cleaned frequently.

Conclusions

- The operation of the landfill is commendable despite severe winter weather conditions, which persist in the entire area around West Yellowstone.
- Only two changes can be seen which would optimize the use of the land area. The first is to excavate deeper trenches if monitoring results indicate it safe to do so; the second change is a sequence of excavation and filling described in the attachment.

- The porous cover materials, porous subsurface materials, and the precipitation pattern will allow leachate to enter the ground water with little or no mitigation. The effects of this discharge is difficult to assess without an extensive monitoring and analysis program.
- If the leachate must be controlled, it will be advantageous to prevent its formation rather than to attempt collection and treatment. A reasonable method of minimizing leachate production is the use of either a clay soil or flexible membrane surface seal. Depending on the severity of the leachate impact, the seal can be installed as landfilling progresses or as a trench is completed. A final cover of clay mixed with topsoil will hold moisture longer than the sand allowing the establishment of native grass and induce surface runoff of the excess precipitation. If a suitable clay source is not located, a plastic flexible membrane buried below root level would form a positive seal. Site runoff whether from a clay or plastic seal should be conveyed beyond the site to prevent infiltration at the refuse perimeter.

Recommendations

- A trench excavation and filling sequence should be followed as shown in the attachment.
- A final cover of four feet is suggested to deter wildlife from grubbing up the refuse once the fence is relocated. The use of a plastic membrane seal would reduce this thickness.
- A monitoring and analysis program including leachate extraction, ground water monitoring wells, and surface water monitoring is recommended to determine the impact of the leachate discharge. The program would have at least the following objectives:
 - (1) To determine if any leachate mitigation is taking place in the sand between the refuse and the ground water.
 - (2) To determine concentrations, dilutions, and direction/rate of movement of pollutants in the ground water.
 - (3) To determine the long term impact on Hebgen Lake.
- Analysis of data collected from the monitoring program should be used to determine if operational adjustments need to be made to provide for a surface seal upon completion of landfilling.

B. B. Germell
State Conservation Engineer

